



Report to the Auburn City Council

Action Item

2

Agenda Item No.

City Manager's Approval

To: Mayor and City Council Members
From: Mark D'Ambrogi, Fire Chief
Date: October 12, 2009
Subject: Cooperative Agreement for the loan of Federal excess personal property (FEPP)

The Issue

Shall the Council approve the Cooperative Agreement for the loan of Federal excess personal property (FEPP) with Cal Fire (Department of Forestry & Fire Protection)?

Conclusion and Recommendation

Staff recommends that the Council, by resolution, approve and authorize the Fire Chief to sign the Cooperative Agreement for the loan of Federal excess personal property (FEPP) with Cal Fire (Department of Forestry & Fire Protection).

Background

The U.S. Forest Service under the Cooperative Forestry Assistance Act of 1978 provides the opportunity to local governments to receive and use federal equipment for use in firefighting efforts; primarily wildfire occurrences. This Federal program is administered by the state fire agency; in this case Cal Fire (Department of Forestry & Fire Protection). To date the Auburn City Fire Department has no federal equipment in use for the mission of firefighting. It is recommended the fire department continue participation in this program in the event federal equipment becomes available of use by the fire department.

Additional Information

Since the Auburn City Fire Department currently does not use any federal equipment at this time as indicated in the agreement, the agreement was signed and returned. The state has requested that a resolution to this effect be provided along with the signed agreement, thus this council action item.

Alternatives Available to Council; Implications of Alternatives

1. Approve the Agreement as submitted and return with a resolution;
2. Take no action.

Fiscal Impact

There is no fiscal impact identified with this action at this time.

Attachment(s)

Signed agreement #992349
Letter of request for resolution



Mark D' Ambrogi
Fire Chief

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

AUBURN CITY FIRE DEPARTMENT

This agreement for the LOAN of Federal Excess Personal Property (FEPP) through the US Forest Service (FS) made and entered into this 2nd day of Sept, 2009 by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection, hereinafter called the STATE, and the Auburn City Fire Department called the Local Fire Department (LFD), covenants as follows:

- A. WHEREAS, the State has been approved as an agent of the U.S. Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (PL95-313) Rural Fire Protection Program, hereinafter referred to as CFAA, and
- B. WHEREAS, the control of timber, grass and wild land fires in, and adjacent to, suburban areas is essential to an effective forest fire control program, and
- C. WHEREAS the Local Fire Department is actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas; and
- D. WHEREAS, the CFAA provides for the loan of FEPP available for use by the Local Fire Department to carry out this function if additional property is available, and
- E. WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities, to make certain FEPP available to the Local Fire Department.

NOW, THEREFORE, it is mutually agreed that, effective as the date shown above:

1. The STATE will LOAN to the Local Fire Department FEPP described as:

	ITEM:	SERIAL #:	PROPERTY #
1.	NO PROPERTY AT THIS TIME		
2.			

OR

☐ See Attachment A

under the following terms and conditions:

TERMS AND CONDITIONS

- A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for USAR, medical responses or hazardous material on a daily basis.
- B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
- C. Ownership shall remain with the US Forest Service; DMV registered owner shall be the Local Fire Department and lien holder to all vehicles and rolling stock shall be registered as USDA Forest Service, PO Box 944246, Sacramento, Ca 94244-2460.
- D. The Local Fire Department shall complete a resolution of incorporation and proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicles.
- E. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned property remains with the Local Fire Department and can be removed prior to return of the property to the State.
- F. The Local Fire Department shall paint all rolling stock to match the department equipment and apply the department logo.
- G. The Local Fire Department shall identify the property with a Federal National Finance Center number and the Forest Service FEPP property tag, and continue to uphold the tag so as to both identify and trace it as Federal owned property.
- H. The Local Fire Department shall be responsible for the proper care, maintenance, security and storage of the property.
- I. FEPP cannot be sold, loaned, traded, cannibalized, modified, transferred or disposed in any manner without the State and Forest Service Property Management Officer (PMO) approval.
- J. The State and the Local Fire Department shall maintain formal accountability records for all FEPP on loan to the Local Fire Department; such property shall be made available at all times for a physical inventory by State and US Forest Service personnel.

When any FEPP that is loaned to the Local Fire Department hereinafter, is lost, stolen, worn out, not needed or involved in an accident, the local California Department of Forestry and Fire Protection Unit/Contract County located at: 13760 Lincoln Way, Auburn, CA 95603 shall be contacted for proper documentation and handling.

- 2. In the event that all of, or any one or more pieces of FEPP; provided to the Local Fire Department hereunder assigned, is lost, stolen, sold, damaged, destroyed or unavailable for its purposes intended hereunder, and is clearly established that such assignment or loss occurred while or as a result of a use other than stated in (a) under terms and conditions above, then the State shall have the right and the obligation to retake such FEPP and/or assess the Local Fire Department for damages; if gross negligence is declared, up to the current market value immediately prior to such assignment, loss or destruction, established by the US Forest Service, for each piece of FEPP.
- 3. In the event of any dispute over FEPP loaned equipment or any terms or conditions contained herein, the dispute shall be decided by the State and its decision shall be binding and final.
- 4. The parties hereto agree that the Local Fire Department, their officers, employees, agents, servants, contractors, volunteers, paid firemen and all others acting on behalf of the Local Fire Department, performing under the terms of this agreement, are not acting as officers, employees or agents of the State or the Federal Government.
- 5. The Local Fire Department agrees to defend, indemnify, save and hold harmless the State as defined herein, and the Department of Forestry and Fire Protection, their officers, agents and employees against any and all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the Local Fire Department, its agents or employees in the performance of any function provided for under the terms of this Agreement or the use of property furnished.

6. The period of this Agreement is for five (5) years from the date shown above. The Agreement shall be reviewed biennially (every two years) for changes by the CAL FIRE Administrative Officer of each unit and automatically extended if no changes in signature authority or violations have occurred. Agreements may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
7. During the term stated above, this Agreement, at the option of the State, may be terminated by the State for any material breach by the Local Fire Department for any terms herein.
8. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this agreement, except for eventual disposition of property in No 1 are:

LOCAL FIRE DEPARTMENT: AUBURN CITY FIRE DEPARTMENT

Street Address: 1225 LINCOLN WAY

Mailing Address :

City: AUBURN Zip: 95603

Telephone: (530) 823-4211

STATE OF CALIFORNIA - DEPARTMENT OF FORESTRY & FIRE PROTECTION

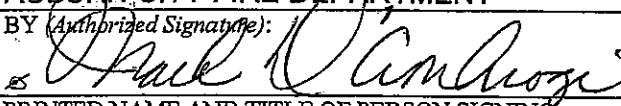
PO BOX 944246


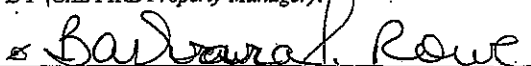
SACRAMENTO, CA 94244-2460

(916) 928-2585 X 101

9. This Agreement may be amended at any time by mutual consent to permit the addition or deletion of property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LOCAL FIRE DEPARTMENT	
NAME OF FIRE DEPARTMENT:	
AUBURN CITY FIRE DEPARTMENT	
BY (Authorized Signature): 	DATE SIGNED: 9/21/2009
PRINTED NAME AND TITLE OF PERSON SIGNING: MARK D'AMBROGI, FIRE CHIEF	

STATE OF CALIFORNIA Department of Forestry and Fire Protection	
BY (CAL FIRE Unit Chief or Contract County Fire Chief): 	DATE SIGNED: 9-9-09
BY (CAL FIRE Property Manager): 	DATE SIGNED: 9/21/09



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



September 23, 2009

Auburn City Fire Department
1225 Lincoln Way
Auburn, CA 95603

992349

Dear Chief D'Ambrogio:

Enclosed, for you records is a signed copy of the Cooperative Agreement for the loan of Federal Excess Property (FEPP). ***In order to meet FEPP requirements, please complete the appropriate, enclosed, resolution and return it to me.***

Amendments to this agreement covering acquisitions and disposals must be submitted upon completion of the action. The Cooperative Agreement for FEPP must be renewed if the Fire Chief or CAL Fire Unit Chief changes.

Please contact me if you have any questions or are in need of assistance.

Sincerely,

Rena Rose
Forestry Logistics Officer (FLO)
Nevada-Yuba-Placer Unit
13760 Lincoln Way
Auburn, CA 95603
(530) 889-0111 X 110

enclosure

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RESOLUTION NO. 09-
RESOLUTION AUTHORIZING APPLICATION OF FEDERAL EXCESS PERSONAL
PROPERTY IN ACCORDANCE WITH TITLE IV, RURAL DEVELOPMENT ACT OF
1972 (PL 92-419)

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

WHEREAS, there is a need for Federal Excess Personal Property to help
fight wildland, rural, structure or other fires in the City of Auburn, and

WHEREAS, Mark D'Ambrogi is the Chief of the Auburn City Fire
Department,

THEREFORE, be it resolved that the City Council of the City of Auburn
accepts the agreement between the State of California, Department of Forestry
and Fire Protection and the City of Auburn, October 12, 2009 for the loan of
Federal Excess Personal Property, and authorizes Fire Chief Mark D'Ambrogi to
sign the agreement on behalf of the City of Auburn.

DATED: October 12, 2009

J.M. HOLMES, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
that the foregoing resolution was duly passed at a regular meeting of the City
Council of the City of Auburn held on the 12th day of October 2009 by the
following vote on roll call:

Ayes:
Noes:
Absent:

Joseph G. R. Labrie, City Clerk

